A RESOLUTION BY COUNCILMEMBER MULLER:

01- R-0851

A RESOLUTION EXPRESSING THE INTENT OF COUNCIL AS TO CERTAIN LANGUAGE CONTAINED IN THE ORDINANCE APPROVING THE RENEWAL AGREEMENT FOR CHASTAIN AMPHITHEATER, AND FOR OTHER PURPOSES.

WHEREAS, On December 4, 2000, Council adopted Ordinance No. 00-O-1557, approved by the Mayor on December 6, 2000, which ordinance authorized the Renewal Agreement for Chastain Park Amphitheater; and

WHEREAS, prior to its amendment on the floor of Council on December 4, 2000, the first paragraph of Section 19 of the Renewal Agreement, entitled "Parking," did then read as follows:

19. PARKING

The City shall permit the Venture or its agent to manage those City-owned parking lots identified on Exhibit "H" hereto on an exclusive basis on each performance date (commencing three [3] hours prior to the scheduled performance and ending at midnight on said day) for the term of this Renewal Agreement. The Venture shall pay to the City an amount equal to one-third (33½%) of the gross receipts (net of any applicable sales, use or similar taxes) documented in writing certified by the Venture or its designee from parking on said parking lots. Said amounts shall be paid no later than November 15 of each year. The Venture shall employ parking systems which are of the same quality as those employed during 1990.

AND

WHEREAS, during the course of deliberations upon said ordinance on the floor of Council, an amendment was proposed by Councilmember Morris and approved unanimously, which amended Section 19, "Parking," of the Renewal Agreement, so that said first paragraph of Section 19 of the Renewal Agreement, and as executed by the parties, now reads (with amended material in italies):

19. <u>PARKING</u>

The City shall permit the Venture or its agent to manage those City-owned parking lots identified on Exhibit "H" hereto on an

exclusive basis on each performance date (commencing three [3] hours prior to the scheduled performance and ending at midnight on said day) for the term of this Renewal Agreement; provided, that in the parking lot nearest the Chastain Horse Stables clubhouse there shall be at all times a minimum of seventy (70) parking spaces reserved to the operators of the Stables for the benefit of patrons of the Stables.

The Venture shall pay to the City an amount equal to one-third (331/3%) of the gross receipts (net of any applicable sales, use or similar taxes) documented in writing certified by the Venture or its designee from parking on said parking lots. Said amounts shall be paid no later than November 15 of each year. The Venture shall employ parking systems which are of the same quality as those employed during 1990.

AND,

WHEREAS, there has arisen a dispute between the operators of the Chastain Horse Stables and Chastain Ventures as to the interpretation of the effect of the above-described amendment:

NOW, IT IS THEREFORE RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, THAT the meaning and intent of Council when it adopted the above-described amendment to Section 19 of the Renewal Agreement, and the interpretation of said Section by Council, is that the Chastain Horse Stables are to have full use of the seventy (70) parking spaces reserved to them by this Section 19; that they are not required to pay any sums of money to Chastain Ventures for the use and benefit of said spaces; and that it was and is the intent of Council that these seventy (70) spaces not be included in the area under the exclusive control of Chastain Ventures during events at the Amphitheater; and

IT IS FURTHER RESOLVED THAT it is the interpretation of this Section 19 by Council and the intent of Council by the adoption of this Section 19 that Chastain Ventures is not required to make any payment to the City for the use of those parking spaces reserved to Chastain Horse Stables by said Section 19.

IT IS FURTHER RESOLVED THAT the operators of Chastain Horse Stables are hereby authorized to charge and collect a parking fee for the spaces reserved to them in an amount equal to the amount allowed to be charged by Chastain Ventures for its managed spaces, and to retain the amount collected for the benefit of the patrons of the Chastain Horse Stables.

2001-R-

May-28-01 03:54pm From-NEWCOMB & BOYD

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T-804 P.03/10 F-066

Consulting Engineering Group Commissioning and Operations Group Special Technologies Group Lighting Design Group

One Northside 75
Atlanta, Georgia 30318-7761
Direct Line 404 352-6631
Telephone 404 352-3930
Facsimile 404 352-1826
ssessler@newcomb-boyd.com

Newcomb&Boyd

Stephen M. Sossier, PE Parmer

May 29, 2001

Mayes, Sudderth & Etheredge, Inc. Suite C-100 2217 Roswell Road Marietta, Georgia 30062-2972

Re:

Chastain Park Amphitheatre

Atlanta, Georgia

Gentlemen:

We offer to provide professional specialty services of acoustical and audio systems consulting as set forth below.

A Definition of the scope of the Project:

This project consists of a thorough investigation of the sound systems and sound levels in and around the existing amphitheatre, and recommendations to reduce those levels to meet established criteria.

- Services defined in Paragraph B are:
 - a. Architectural acoustics.
 - b. Community noise control.
 - c. Sound systems.
- Related services not covered in our scape:
 - a. Detailed construction cost estimating.
 - b. Structural, architectural, mechanical, or electrical design.

P. 11

From-NEWCOMB & BOYD

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T-904 P.04/10 F-066

Mayes, Sudderth & Etheredge, Inc. May 29, 2001 Page 2

May-28-01 03:54pm

Newcomb & Boyd

- c. Construction documents, except as specified herein.
- d. Construction administration services.
- B. Services we will render include the following:
 - 1. Attend meetings with the Stakeholders Committee, as required, to document sound issues, establish appropriate criteria, and determine monitoring sites. We understand that an interim maximum sound level of 85 dBA has been established for the 2001 concert season. We are also familiar with the recently updated Atlanta City Noise Ordinance.
 - 2. Monitor, analyze and evaluate sound levels for 8 concerts at the amphitheatre during the 2001 season. These concerts will include:

Act	Concert Date
James Taylor	June 4
James Taylor	June 5
Journey/Peter Frampton	June 24
Rhythm of Love	July 18
Frankie Beverly	July 19
Tony Bennett w/ASO	July 20
Baha Men. Maxie Priest	July 21
[Eighth concert to be determined]	

We will attend an eighth concert after the Baha Men, Maxie Priest concert based on meteorological conditions and input from the Stakeholders Committee. Since humidity, rainfall and wind can significantly affect acoustical measurements, we cannot know at this time which of the concert dates will provide the best or worst conditions. Crowd conditions and occupancy levels will also impact the measurements and will be taken into consideration.

Sound level measurements will be taken with one-third octave band real time analyzers and precision level I sound level meters at multiple locations both within and outside the amphitheatre. Survey measurements will include long-term duration measurements over a period of days to include concert events as well as periods of amphitheatre inactivity. The number of measurement locations outside the amphitheatre will be determined at a meeting with the Stakeholders and will include positions at or near the property lines of the

May-28-01 03:54pm From-NEWCOMB & BOYD

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T-904 P.05/10 F-066

Mayes, Sudderth & Etheredge, Inc. May 29, 2001 Page 3

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amphitheatre and nearby residents. We anticipate up to 12 monitoring locations.

- b. Data from the existing Grozier system shall be collected for each concert and compared to the other sound level measurements.
- c. We will evaluate the performance and coverage of the existing house speaker systems in the amphitheatre and extending to the property lines. Measurements will be taken at multiple locations and documented for each one-third octave band from 25 hertz to 20000 hertz.
- Document in detail the sound delivery systems used by the various acts we monitor.
 We will determine equipment manufacturer and model numbers for speakers, monitors, and associated processing and amplification equipment.
 - a. A report will be submitted to the Commissioner of the Department of Parks, Recreation and Cultural Affairs on the next business day following each event we monitor that includes this information as well as measured sound levels at the various positions in and around the amphitheatre.
- 4. Evaluate sound system delivery options using computer modeling programs and make recommendations for speaker selection and placement. Enhanced Acoustic Simulator for Engineers (EASE), an industry standard computer modeling tool, will be used in this analysis. We will also have the capability of aurally simulating the various options using its companion program, EARS, for the purpose of subjective evaluation.
 - a. Research and locate qualified bidders/vendors capable of performing the work to enhance the existing sound systems. We have worked with many of the local sound system vendors and have established working relationships with them.
- Prepare a technical RFP including limited construction documents defining performance criteria for major equipment, some specific installation requirements, and some specific performance requirements of the completed subsystems and overall system which are to be provided by the selected contractor. We will provide a level of detail within the documents sufficient to obtain competitive proposals from multiple contractors for a comparable scope of work. More detailed engineering, including but not limited to determination of incidental equipment, ancillary equipment or interface

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T-904 P.06/10 F-066

Mayes, Sudderth & Etheredge, Inc. May 29, 2001 Page 4

Newcomb&Boyd

devices to be provided, and equipment rack layouts, control panel layouts, and equipment mounting details will be provided by the selected contractor.

- 6. Evaluate the acoustical properties of the existing stage enclosure and audience area using reverberation time and polar energy time curve measurements as well as computer modeling programs to simulate modifications. Based on these analyses, make recommendations for appropriate modifications that will enhance sound delivery without adversely affecting the various performances.
- 7. Based on our measurements of sound propagation around the amphitheatre and our computer analysis of sound system and architectural modifications, evaluate the effectiveness of the existing exterior walls and make recommendations for any appropriate modifications to reduce sound levels into the community.
- 8. Provide a final report to the Commissioner of Parks, Recreation and Cultural Affairs documenting our work and our recommendations for further modifications to meet the established criteria. The report will be supplemented with sketches, pictures, and manufacturers' literature as appropriate.
- C. Changes in services not included in our fee, but available for additional compensation, include:
 - 1. Changes in the project scope, including but not limited to, size, quality or complexity, or schedule.
 - 2. Services on other systems or other areas of the Project.
 - 3. Detailed value engineering studies and/or revisions.
 - Design services related to future facilities, systems and equipment which are not intended to be constructed as part of this Project.
 - Review and evaluation of contractor bids and vendor proposals.
- D. You will provide us with complete information concerning the Project requirements for our work and shall:
 - 1 Furnish:

Mayes, Sudderth & Etheredge, Inc. May 29, 2001 Page 5

Newcomb&Boyd

- a. Criteria, constraints and definitions applicable to this Project.
- b. One set of as-built architectural, civil, structural, mechanical, and electrical prints.
- c. An inventory of existing sound system equipment and Grozier monitoring system data as required.
- d. Three all-area access passes for each event at the amphitheatre listed in Paragraph B.
- e. The preferred billing cycle, billing contact, and other pertinent details we should observe to help you expedite payment.

The above information will be provided at no expense to us and we shall be entitled to rely upon the accuracy thereof.

- 2. Inform us of special requirements of the Project which will affect our work.
- Consult with us regarding proposed changes which may affect our work, as early as feasible upon consideration of the change.
- E. You agree to pay for our services as follows:
 - 1. For services, excluding expenses: \$80,000
 - 2. Changes in services shall be billed on an hourly basis. Rates shall be adjusted annually in accordance with our normal salary review practices.
 - 2001 hourly rates shall be as follows:

*	\$150
Partners	135
Associate partners	135
Senior commissioning engineers	105
Commissioning engineers	105
Specialty engineers	105
Lighting designers	•
Senior engineers	100

May-28-01 03:54pm From-NEWCOMB & BOYD

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T-904 P.08/10 F-066

Mayes,	Sudderth & Etheredge,	Inc.
May 29		
Page 6		



C i.le. designers	75
Specialty designers	75
Engineers	65
Commissioning technicians	55
Technicians	47
Clerical	47

- 4. The fee excludes any applicable sales taxes.
- 5. Should the Project or this Agreement be terminated, we shall be paid for all work performed as of the date of termination at the same rate as for work not included in the fee, total amount not to exceed full fee for services if the Project or Agreement was completed.
- 6. The fee and terms set forth herein may be escalated and/or revised if the services covered by this Agreement have not been completed within 24 months of the date hereof.
 - 7. You will reimburse us at our standard rates plus 10% for the following expenses directly applicable to this Project:
 - Delivery service and package postage charges.
 - Local and out-of-town travel expenses.
 - c. Reproductions, copies and plots.
 - Instrument rental charges.
 - 8. No back-up information or copies of expense charges will be provided with our invoices. If back-up information is requested, a \$150 fee will be added to each invoice to cover handling and reproduction costs.
 - 9. Payment for all categories of services rendered under this Agreement and for reimbursable expenses incurred shall be made on a monthly basis concurrent with the progress of the project and as invoiced by us.
 - 10. A late payment charge of 1.5% per month or fraction thereof will accrue to outstanding invoices commencing 65 days after the date of the invoice.

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T-904 P.08/10 F-066

Mayes, Sudderth & Etheredge, Inc. May 29, 2001 Page 7



F. Miscellaneous provisions:

- 1. All publicity where credits are given shall include the name Newcomb & Boyd Special Technologies Group as acoustical consultants.
- 2. This Agreement may be terminated by either party upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 3. You shall notify us in writing within 10 days of receiving each invoice if there are any objections to the invoice. We shall work with you to resolve the disputed matter within 30 days of its being called to our attention. If resolution is not attained within 30 days, either party may terminate this Agreement in accordance with the terms herein.
- 4. This Agreement is valid only if signed and returned within 30 days of the date hereof.
- 5. No deductions shall be made from our compensation without our written consent.
- Your failure to make payments to us in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. When this occurs, we may, upon 7 days' written notice to you, suspend performance of services under this Agreement. Unless payment in full is received by us within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, we shall have no liability to you, the Owner, or the contractor for delay or damage caused because of such suspension of services.
- 7. You will allow us to access, at no cost, two photographic images of the completed project for our marketing purposes. We will pay for the actual lab cost of the transparencies and slides.

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T-904 P.10/10 F-066

Mayes, Sudderth & Etheredge, Inc. May 29, 2001 Page 8

Neucomb & Boyd

We appreciate this opportunity. If the above meets with your approval, please sign the copy and return it to this office. When accepted, this document will form the basis of our Agreement.

Yours very truly,

NEWCOMB & BOYD

MAYES, SUDDERTH & ETHEREDGE, INC.

Stephen M. Sessler	Accepted By
Date:	Date:

KLP/bag H:SMS/Chestain Park Pro.doo

P. 18

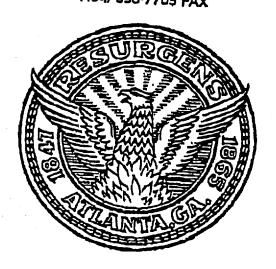
May-24-2001 12:05pm From-PURCHASING AND REAL ESTATE

4046587705

T-250 P.001/008 F-025

City of Atlanta Bureau of Purchasing and Real Estate 55 Trinity Avenue, Suite 1790 Atlanta, CA 30335 (404) 330-6204 (404) 658-7705 FAX





FAX COVER SHEET DATE:

May 24, 2001

No. of Pages8

TO:

Mr. Peter Sutton

Mayes, Sudderth & Etheredge Inc

(770) 871-0620 fax

FROM;

Felicia Strong-Whitaker/Marylan James

Bureau of Purchasing and Real Estate

SUBJECT:

Proposal

MESSAGE:

May-24-2001 12:05pm

From-PURCHASING AND REAL ESTATE

4046587705

T-250 P.002/008 F-025



March 22, 2001

irs

Transportation Management Services

234 Fast Colorado Boulevard - Suite 400 Pasadena - California • 91 101 626-796-3384 - Fax 626-796-2425 tms85@sol.com

Ms. Camille Love
Director, Bureau of Cultural Affairs
City of Atlanta
675 Ponce De Leon NE, 5th Floor
Atlanta, Georgia 30308

RE: Proposal to Examine Shuttle, Vehicle and Pedestrian Circulation, and Parking for the Chastain Park Amphithcatre (Revised)

Dear Camille:

Transportation Management Services (TMS) is pleased to submit this revised proposal to examine shuttle, traffic, circulation, and parking concerns at the Chastain Park Amphitheaux.

TMS has considerable experience in assessing the movement of people and vehicles and parking at sites that attract large gatherings of patrons such as is experienced at Chastain Park. We have been working with the City of Los Angeles and the Nederlander Organization since 1998 to improve transportation conditions in the vicinity of the Greek Theatre, a 6,000-seat amphitheater located in Griffith Park that is adjacent to well-established communities. Our work at the Greek Theatre included assessing existing circulation of vehicles into, around, and out of the Theatre area, the adequacy, location, and operation of parking, and the movement of pedestrians before and after events. We identified potential solutions that involved capital investments, modifications to the management of traffic, enhancements to the operation of the Theatre, and the feasibility of a shuttle service from off-site parking areas and mass transit stops.

Other assignments that are relevant to this assignment include:

- Examining Park and Ride opportunities for large spectator venues including the Rose Bowl in Pasadena, California.
- Assessing the performance of shuttle service at the new J. Paul Gerry Center in Los Angeles
- Developing access and egress plans for MGM Grand Detroit's new casino.

We are pleased to be able to offer the services of our parmer organization, Linscott, Law & Greenspan (I.L.G), a traffic engineering firm with extensive experience in planning parking and transportation services for entertainment venues such as Universal Studios, Hollywood Park, and the Greek Theatre.

Understanding of the Assignment

It is our understanding that the City of Atlanta desires to examine how management of traffic and transportation of patrons to the Chastain Park Amphitheatre can be modified to improve the movement of vehicles and pedestrians in the vicinity of the entertainment venue. It is our understanding that neighbors of the park have expressed concern for the volume of vehicular traffic accessing the park for performances, the behavior of patrons entering and leaving the Park, and the parking of vehicles in areas adjacent to the park that reduces the supply of residential on-speet parking. It is also our understanding that there have been discussion of how a Park & Shuttle service that would operate between close-by, or

May-24-2001 12:05pm From-PURCHASING AND REAL ESTATE

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T-250 P.003/008 F-025

Ms. Camille Love March 22, 2001 Page 2 of 7

peripheral, parking facilities, and the site might reduce problems associated with vehicular circulation

The objective of this assignment is to identify vehicle and pedestrian circulation, parking management, and/or shuttle measures that improve the experience of attending an event and reduce the effect of concert-related traffic and parking in areas surrounding the Amphitheatre.

Scope of Work

1.0: Project Start-Up

This task will involve participating in three meetings:

- An introductory meeting to become acquainted with conditions at the site, issues to be addressed, and to review techniques used at other venues to address similar problems.
- A Project Team meeting with City agencies to review the scope of work (including field work), identify information that TMS will need including patronage, subscriber information, operating policies, parking supply and demand, and other operational data, and to become better informed about concerns expressed by neighbors.
- Meeting with Stakeholders including the operators of the Amphitheatre and neighbors. These meetings will be held to better understand conditions, define access and egress issues, discuss transportation and traffic management concepts, and provide examples of how other venues have managed traffic (including operating shuttles) to reduce neighborhood concerns.

2.0: Conduct Fieldwork

We will conduct fieldwork at the site to document access, egress, and operational conditions that affect vehicular and pedestrian circulation and parking. Fieldwork will include an inventory of:

- Points of vehicular and pedestrian access and egress
- Areas of congestion
- Existing roadway striping
- Traffic control measures
- Curbside parking restrictions
- Adjacent intersection configurations
- Existing wayfinding and signage
- Pedestrian movement

Fieldwork activities will include:

Visiting the site to document existing speet, parking, and circulation conditions.

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T-250 P.004/008 F-025

Ms. Camille Love March 22, 2001 Page 3 of 7

- Observing actual operational conditions': TMS staff will observe and document conditions at four events that represent three types of performances and field conditions that occur on weekdays and weekends. The scope of the field work will be reviewed during the initial Project Team meeting and refinements will be made based on the availability of existing data, access to student labor, the type of events that should be monitored, and the frequency of the field/survey work. Utilization of on and off street parking will be documented. Average Daily Trips will be conducted at 12 locations at four events. Conditions will be photographed and video recorded. This task also includes conducting fieldwork (i.e., ADT and parking counts) at one event to document the effects of testing recommended traffic/parking management actions.
- Conducting patron surveys: We recommend conducting surveys of patrons to gather information on the travel characteristics and attitudes of Series Holders and patrons that attend events occasionally. This information is essential to understanding how patrons might respond to potential traffic, parking, and shuttle measures. A survey instrument will be provided in ready-to-mail condition with mail back envelopes. The patron intercept survey would be administered at one event in order to
- Documenting existing off-sweet public and private parking facilities in the vicinity of the site that could be used for off-size parking. This fieldwork involves surveying the area in the vicinity of the park to identify existing parking spaces that could be used as patron parking for events and property in the vicinity of the site that could be improved to provide parking. Each site will be described in terms of distance from the site, potential availability for concert/events based on observable land use and activities, estimated travel time to get to and from the site by shuttle, estimated number of parking spaces that could be available, and operational issues. Sites that present the greatest opportunity for serving the site will be noted.

3.0: Assess Existing Conditions

Three areas will be considered in recommending techniques to enhance the movement of vehicles and pedestrians at the site.

Vehicular and Pedestrian Circulation

This task involves reviewing existing techniques for the movement of vehicles and pedestrians entering and exiting the site and developing measures that would improve the flow of vehicles and pedestrians. We will document existing practices and review them with venue managers and City staff. We will identify enhancements that may include positioning of traffic control personnel, sidewalk improvements, location of traffic control smff, entry and exit lane configuration, 'wayfinding' signage, methods for communicating with patrons and neighbors, and entry/exiting to parking areas.

Parking

This task involves identifying existing on and off site parking that serves the site, determining the utilization of parking, assessing the adequacy of existing parking including how parking affects surrounding areas, and developing measures to provide adequate access to the site.

It is recommended that actial observations be conducted if access to City helicopters is available to TMS staff to improve the understanding of problem areas, opportunities for improvements, and locate areas where further field

May-24-2001 12:05pm From-PURCHASING AND REAL ESTATE

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T-250 P.005/008 F-025

Ms, Camille Love March 22, 2001 Page 4 of 7

The operation of on-site parking will be reviewed including signage directing drivers to parking areas, lane control, vehicle entry, processing of vehicles entering parking facilities, how drivers are directed to available spaces, control of lanes for vehicle exiting, and direction for exiting vehicles. Recommendations for improvements to parking operations will be provided.

Determine Feasibility of Park & Shuttle Operations 4.D:

This task involves determining the feasibility of operating a Park & Shuttle to Chastain Park from nearby parking locations. The feasibility study will examine the location, availability, and capacity of off-size parking locations, potential ridership, vehicle operations, revenue opportunities, vehicle movement in the vicinity of the theater, and potential effects on theater operations.

Specific tasks include:

- Examining off-site parking locations: This task will utilize information gathered in Task 1 to identify sites that could be used as a remote parking areas. The number of spaces, potential conflicts with other users, availability, travel time to the theater, and patron and shunle vehicle entry and egress Will be reviewed.
- Reviewing survey and patron data: TMS will assemble data on the travel behavior and attitudes of patrons and analyze the information in developing an estimate of potential ridership.
- Developing Park & Shuttle Concepts: We will identify several Park & Shuttle program concepts for patrons and/or employees to park off-site and shuttle to the theater that are built on the following

Parking

- Use of existing City parking facilities
- Leasing existing privately owned facilities
- Creating new parking facilities on unimproved City or private land
- Providing shuttle operators with the locations of private parking facilities that could serve

Shuttles

- Theater/City owned and operated
- Theater/City contracting for service
- Allowing 'permitted' private operators access to the site

Park & Shuttle service concepts will describe:

- Operational characteristics (i.e., frequency of service, type of vehicles, operators, and costs)
- Potential ridership
- Actions the theater operator and/or the City could take to develop, provide, and/or operate shuttles including permitting, operating, vehicle ownership, and/or financing
- Capital and operating costs
- Off-site parking requirements
- Vehicle and patron/guest entry policies

P. 23

From-PURCHASING AND REAL ESTATE

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T-250 P.006/008 F-025

Ms. Camille Love March 22, 2001 Page 5 of 7

-TM5

May-24-2001 12:05pm

- Revenue opportunities
- Rider movement at the theater
- Shuple vehicle circulation

5.0: Prepare Memorandum

We will present our findings in a draft memorandum that describes existing conditions, assesses problems and opportunities, and recommends improvements to vehicle and pedestrian movement including signage, traffic control, parking, and Park & Shuttle operations. The memorandum will be submitted for your review.

6.0 Review Findings and Recommendations

We will meet with you to review the recommendations, identify concerns and opportunities, and identify changes to the memorandum that may be needed. We will revise the memorandum based on direction from you and provide a final version to you.

We will participate in three meetings with Stakeholders as directed by the Project Manager. These meetings will be held to present the findings and recommendations and to solicit comments from affected parties.

Fee

The fee for performing the work described above is \$83,000.00. This includes \$50,200.00 for labor and \$32,800.00 for expenses including documenting operating conditions at five events and conducting a mail survey of Series Holders and an intercept survey of patrons.

We have included the participation in four non-Project Team meetings in the Scope of Work and budget. We would be pleased to participate in additional non-Project Team meetings if it is desired on a time and material basis.

Costs associated with conducting field work may be reduced should student labor be available as was suggested by City staff, City agencies are able to provide vehicle count data, and/or existing information removes the need to conduct new studies. The cost of the survey could be reduced should it be decided that the information obtained from the mail survey is sufficient thus eliminating the cost of the patron intercept survey (\$8,050).

Our fees are invoiced monthly on a time and materials basis, according to the attached fee schedule, not to exceed the above referenced fee unless given prior authorization. These fees are good for 90 days from the date of the proposal. Should additional analysis be needed or if there are other revisions in the Scope of Work, an increase in the not-to-exceed fee may be necessary. However, no such additional work will be done without your approval. Should you find this proposal to your satisfaction, you may indicate your approval by signing this agreement and returning it for our files, or by issuing a purchase or work order.

P. 24

May-24-2001 12:06pm

From-PURCHASING AND REAL ESTATE

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T-250 P.007/008 F-025

Ms. Camille Love March 22, 2001 Page 6 of 7



We carry the appropriate liability insurance, including general and professional, and worker's compensation insurance. Should this proposal be accepted, the Client (represented by the signature below) agrees to limit Transportation Management Services' liability to the Client and to all Contractors and Subcontractors on the project due to TMS's negligent acts, errors and omissions, such that the total aggregate liability of TMS to all those named shall not exceed \$50,000.00 or TMS's total fee for services rendered on this project, whichever is greater.

Schedule

We are prepared to begin work immediately. We expect to complete the first stage of field work by the end of June. A draft version of our findings and recommendations will be produced for review by the Project Manager by August 1, 2001, it is hoped that several of the recommendations could be tested at an event(s) before the conclusion of the season. A final product would be delivered after the testing period.

Please refer to the Statement of Qualifications that was submitted previously for a description of our firms capabilities and experience.

I look forward to discussing this exciting project with you.

Sincerely

TRANSPORTATION MANAGEMENT SERVICES

Peter Vak

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May-24-2001 12:06pm

Ms. Camille Love March 22, 2001 Page 7 of 7

TRANSPORTATION MANAGEMENT SERVICES/ LINSCOTT, LAW & GREENSPAN

FEE SCHEDULE

January 2001

TITLE	
	ER HOUR
Principal / Engineer	\$ 155.00 \$ 145.00 \$ 140.00
Technical	
Senior Transportation Engineer III. Transportation Engineer II. Transportation Engineer I Senior Transportation Planner Transportation Planner III. Transportation Planner II Support	110.00 90.00 75.00 110.00 90.00
Engineering Associate II	75.00 70.00 70.00 70.00 65.00 50.00 30.00 21.00

Public Hearing support may be charged at 125% of the base rate.

Subcontractors and other project-related expenses will be billed at cost plus 15%.

Overtime will be charged at 1.5 times the hourly rates noted above.

Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.